

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM812194

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tempus Ex Machina, Inc.		05/01/2023	Corporation: DELAWARE
AAF Archive, LLC		05/01/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TriplePoint Capital LLC, as Collateral Agent		
Street Address:	2755 Sand Hill Road, Suite 150		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 51			
Property Type	Number	Word Mark	
Serial Number:	88746151	TEMPUS EX MACHINA	
Serial Number:	88779677	TEMPUS EX	
Serial Number:	88864807	PRECAST	
Serial Number:	88869528	PRECAST	
Serial Number:	90398189	FUSIONFEED	
Serial Number:	90398170	MS. FUSION	
Serial Number:	90398173	G.O.D.	
Serial Number:	90398183	GAME OPERATIONS DASHBOARD	
Serial Number:	90398186	INFINITE REPLAY	
Serial Number:	90398177	ISOCAM	
Serial Number:	97029585	G.O.D.	
Serial Number:	97029576	MS. FUSION	
Serial Number:	97249105	FUSIONCAM	
Serial Number:	97249109	FUSION CAM	
Serial Number:	97249162	FUSIONFORECAST	
Serial Number:	97249176	FUSIONFT	
Serial Number:	97249173	FUSIONCAST	
Serial Number:	97249171	FUSIONBET	

CH \$1290.00 88746151

Property Type	Number	Word Mark
Serial Number:	97249179	FUSION FUNGIBLE TOKENS
Serial Number:	97639771	FUSIONSPORT
Serial Number:	97639770	FUSION SPORT
Serial Number:	97711867	FUSION FEED
Serial Number:	97743201	FUSION STORE
Serial Number:	97744910	FUSION MARKETPLACE
Serial Number:	97743125	FUSION KIT
Serial Number:	97773933	FANTASY ZONE
Serial Number:	97778378	FANTASYZONE
Serial Number:	88955364	AAF
Serial Number:	88955363	ALLIANCE OF AMERICAN FOOTBALL
Serial Number:	88955360	
Serial Number:	97305542	ATLANTA LEGENDS
Serial Number:	97305540	AZ
Serial Number:	97305555	B
Serial Number:	97305580	
Serial Number:	97305574	
Serial Number:	97305571	
Serial Number:	97305548	
Serial Number:	88937077	SKYJUDGE
Serial Number:	88937112	SKY JUDGE
Serial Number:	97305576	SAN DIEGO FLEET
Serial Number:	97305577	SAN ANTONIO COMMANDERS
Serial Number:	97305582	SALT LAKE STALLIONS
Serial Number:	97305552	BIRMINGHAM IRON
Serial Number:	97305564	E
Serial Number:	97305560	MEMPHIS EXPRESS
Serial Number:	97305584	O
Serial Number:	97305570	ORLANDO APOLLOS
Serial Number:	97305533	ARIZONA HOTSHOTS
Serial Number:	88122387	PLAYR
Serial Number:	97250688	META FUSION
Serial Number:	97250495	METAFUSION

CORRESPONDENCE DATA

Fax Number: 9498519348

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 9498510633

Email: sbro@mwe.com, kdelcoure@mwe.com, efarrahi@mwe.com, IPDocketOrangeCounty@mwe.com
Correspondent Name: Sarah E. Bro
Address Line 1: McDermott Will & Emery LLP
Address Line 2: 18565 Jamboree Road, Suite 250
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER: 082853.0196

NAME OF SUBMITTER: Sarah E. Bro

SIGNATURE: /sarah e. bro/

DATE SIGNED: 05/22/2023

Total Attachments: 9

source=TPC-Tempus-IP Security Agreement-Final - Trademarks#page1.tif
source=TPC-Tempus-IP Security Agreement-Final - Trademarks#page2.tif
source=TPC-Tempus-IP Security Agreement-Final - Trademarks#page3.tif
source=TPC-Tempus-IP Security Agreement-Final - Trademarks#page4.tif
source=TPC-Tempus-IP Security Agreement-Final - Trademarks#page5.tif
source=TPC-Tempus-IP Security Agreement-Final - Trademarks#page6.tif
source=TPC-Tempus-IP Security Agreement-Final - Trademarks#page7.tif
source=TPC-Tempus-IP Security Agreement-Final - Trademarks#page8.tif
source=TPC-Tempus-IP Security Agreement-Final - Trademarks#page9.tif



PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a **Plain English Intellectual Property Security Agreement** (this “**Agreement**”), dated as of May 1, 2023, by and among **TRIPLEPOINT CAPITAL LLC**, a Delaware limited liability company in its capacity as collateral agent for itself and Lenders (as defined below) (in such capacity together with its successors and assigns, in such capacity “**Collateral Agent**”) and **TEMPUS EX MACHINA, INC.**, a Delaware corporation (“**Tempus**”) and **AAF ARCHIVE, LLC**, a Delaware limited liability company (“**AAF**”; and together with Tempus, collectively, the “**Grantors**”).

The words “**We**”, “**Us**”, or “**Our**”, refer to the grantee, which is TriplePoint Capital LLC. The words “**You**” or “**Your**” refers to the Grantors and not any individual. The words “**the Parties**” refers to both TriplePoint Capital LLC and the Grantors.

Reference is made to the Plain English Growth Capital Loan and Security Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), dated as of the date hereof by and among, You, the other “**Borrowers**” from time to time party thereto, Collateral Agent and TriplePoint Private Venture Credit Inc., a Maryland corporation in its capacity as lender (“**TPVC**”), TriplePoint Venture Growth BDC Corp., a Maryland corporation in its capacity as lender (“**TPVG**”), (TPVC and TPVG, in their respective capacities as lenders, each a “**Lender**” and collectively the “**Lenders**”). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GRANT OF SECURITY INTEREST

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the “**Intellectual Property Collateral**”), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. OUR RIGHT TO SUE

From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval of or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Us of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.

7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(Signature Page to Follow)

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

“YOU” or “GRANTORS”:

TEMPUS EX MACHINA, INC.

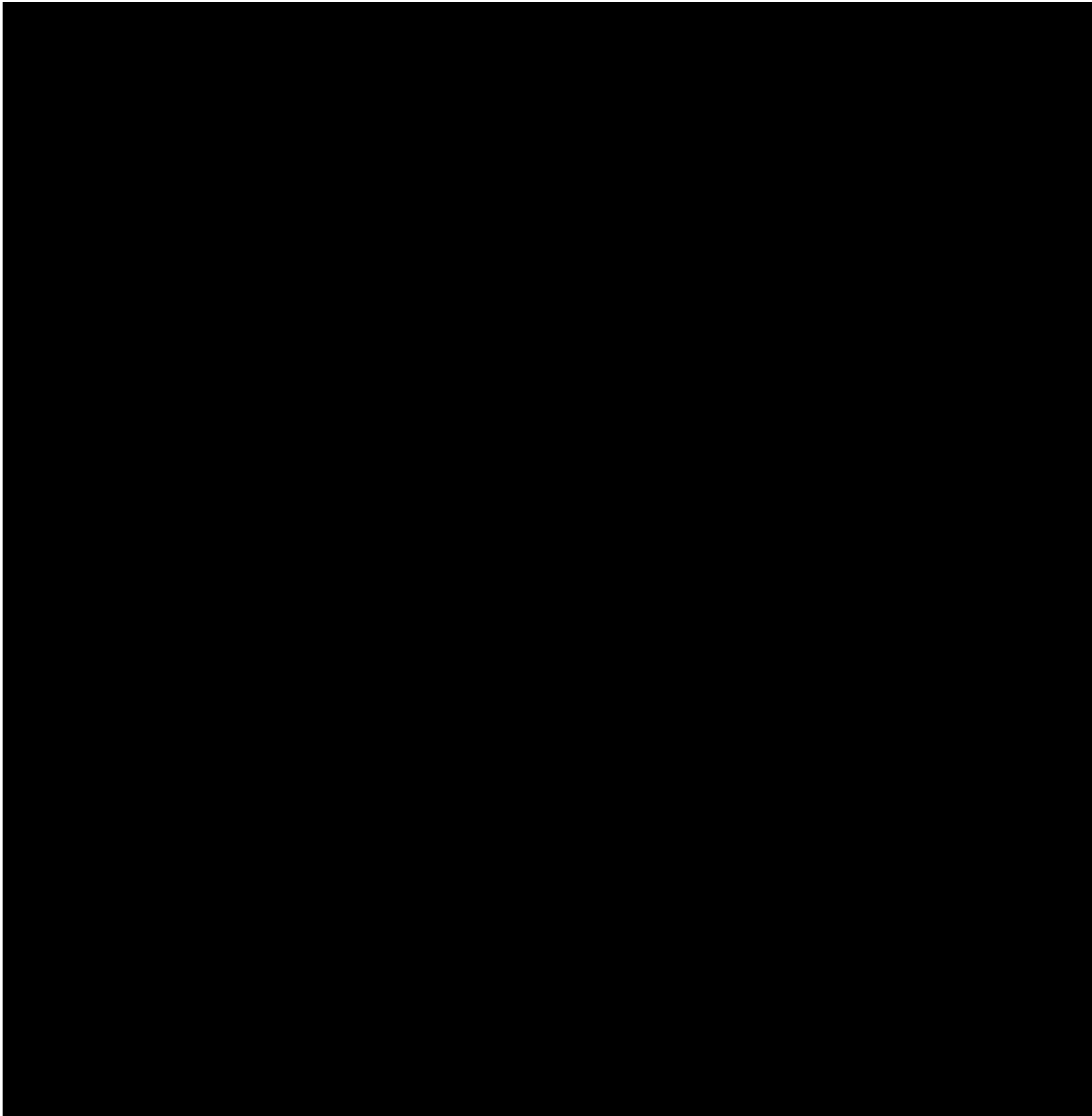
DocuSigned by:
Signature: Anne Gerhart
Print Name: 607D9856C3A247F...
Title: Chief Operating Officer

AAF ARCHIVE, LLC

DocuSigned by:
Signature: David Cohen
Print Name: 22E8ED44AD744A4...
Title: President

SCHEDULE A

**To Plain English Intellectual Property Security Agreement
By and Among TEMPUS EX MACHINA, INC. and AAF ARCHIVE, LLC, as You (Grantors)
and TRIPLEPOINT CAPITAL LLC, as Us (Grantee)**



[Schedule A to IP Security Agreement (Tempus Ex Machina, Inc.)]

DM_US 192809933-5.082853.0196

**TRADEMARK
REEL: 008080 FRAME: 0421**

SCHEDULE B

**To Plain English Intellectual Property Security Agreement
By and Among TEMPUS EX MACHINA, INC. and AAF ARCHIVE, LLC, as You (Grantors)
and TRIPLEPOINT CAPITAL LLC, as Us (Grantee)**

TRADEMARKS AND TRADEMARK APPLICATIONS

TITLE	MATTER TYPE	STATUS	APPLICATION #	DATE FILED
US TM/SM - TEMPUS EX MACHINA	Trademark - ORG	Allowed	88746151	Jan 3, 2020
US/TM - TEMPUS EX	Trademark - ORG	Allowed	88779677	Jan 30, 2020
US/TM - PRECAST in IC 038 and IC 041	Trademark - ORG	Allowed	88864807	Apr 8, 2020
US/TM - Two Singled-Barbed Arrows (design)	Trademark - ORG	Closed		
US/TM - Precast in Cl. 41	Trademark - ORG	Allowed	88/869,528	Apr 13, 2020
US/SM - FUSIONFEED	Trademark - ORG	Allowed	90/398,189	Dec 21, 2020
US/SM - MS. FUSION	Trademark - ORG	Allowed	90/398,170	Dec 21, 2020
US/SM - G.O.D.	Trademark - ORG	Allowed	90/398,173	Dec 21, 2020
US/SM - GAME OPERATIONS DASHBOARD	Trademark - ORG	Pending	90/398,183	Dec 21, 2020
US/TM - INFINITE REPLAY	Trademark - ORG	Pending	90/398,186	Dec 21, 2020
US/TM - ISOCAM	Trademark - ORG	Abandoned	90/398,177	Dec 21, 2020
US/TM - G.O.D. in Class 9	Trademark - ORG	Allowed	97/029,585	Sep 15, 2021
US/TM - MS. FUSION in Class 9	Trademark - ORG	Allowed	97/029,576	Sep 15, 2021
US/TM - FUSIONCAM	Trademark - ORG	Allowed	97/249,105	Feb 1, 2022
Fusion Cam (Cl. 9, 38 and 42)	Trademark - ORG	Allowed	97/249,109	Feb 1, 2022
FusionForecast	Trademark	Allowed	97/249,162	Feb 1, 2022
FusionNFT	Trademark	Notice of Publication	97/249,176	Feb 1, 2022
FusionCast	Trademark	Allowed	97/249,173	Feb 1, 2022
FusionBet	Trademark	Pending	97/249,171	Feb 1, 2022

[Schedule B to IP Security Agreement (Tempus Ex Machina, Inc.)]

DM_US 192809933-5.082853.0196

**TRADEMARK
REEL: 008080 FRAME: 0422**

TITLE	MATTER TYPE	STATUS	APPLICATION #	DATE FILED
FusionN Fungible Tokens	Trademark	Pending	97/249,179	Feb 1, 2022
FusionSport in Cl. 09 and 042	Trademark	Pending	97/639,771	October 19, 2022
Fusion Sport in Cl. 09 and 042	Trademark	Pending	97/639,770	October 19, 2022
Fusion Feed in Cl. 042	Trademark	Pending	97/711,867	December 9, 2022
Fusion Time	Trademark	Pending		
Fusion Store in Cl. 35	Trademark	Pending	97/743,201	January 5, 2023
Fusion Marketplace in Cl. 35	Trademark	Pending	97/744,910	January 6, 2023
Fusion Kit in Cl. 09	Trademark	Pending	97/743,125	January 5, 2023
Fantasy Zone in Cl. 09 and 042	Trademark	Pending	97/773,933	January 30, 2023
FantasyZone in Cl. 09 and 042	Trademark	Pending	97/778,378	February 2, 2023
AAF	Trademark	Live	88955364	June 9, 2020
ALLIANCE OF AMERICAN FOOTBALL	Trademark	Live	88955363	June 9, 2020
	Trademark	Live	88955360	June 9, 2020
ATLANTA LEGENDS	Trademark	Live	97305542	March 10, 2022
	Trademark	Live	97305540	March 10, 2022
	Trademark	Live	97305555	March 10, 2022
	Trademark	Live	97305580	March 10, 2022
	Trademark	Live	97305574	March 10, 2022
	Trademark	Live	97305571	March 10, 2022

[Schedule B to IP Security Agreement (Tempus Ex Machina, Inc.)]

DM_US 192809933-5.082853.0196

TRADEMARK
REEL: 008080 FRAME: 0423

TITLE	MATTER TYPE	STATUS	APPLICATION #	DATE FILED
	Trademark	Live	97305548	March 10, 2022
SKYJUDGE	Trademark	Live	88937077	May 28, 2020
SKY JUDGE	Trademark	Live	88937112	May 28, 2020
SAN DIEGO FLEET	Trademark	Live	97305576	March 10, 2022
SAN ANTONIO COMMANDERS	Trademark	Live	97305577	March 10, 2022
SALT LAKE STALLIONS	Trademark	Live	97305582	March 10, 2022
BIRMINGHAM IRON	Trademark	Live	97305552	March 10, 2022
	Trademark	Live	97305564	March 10, 2022
MEMPHIS EXPRESS	Trademark	Live	97305560	March 10, 2022
	Trademark	Live	97305584	March 10, 2022
ORLANDO APOLLOS	Trademark	Live	97305570	March 10, 2022
ARIZONA HOTSHOTS	Trademark	Live	97305533	March 10, 2022
	Trademark	Abandoned	88122387	September 18, 2018
G.O.D.	Trademark	Live	90398173	December 21, 2020
META FUSION	Trademark	Live	97250688	February 2, 2022
METAFUSION	Trademark	Live	97250495	February 2, 2022

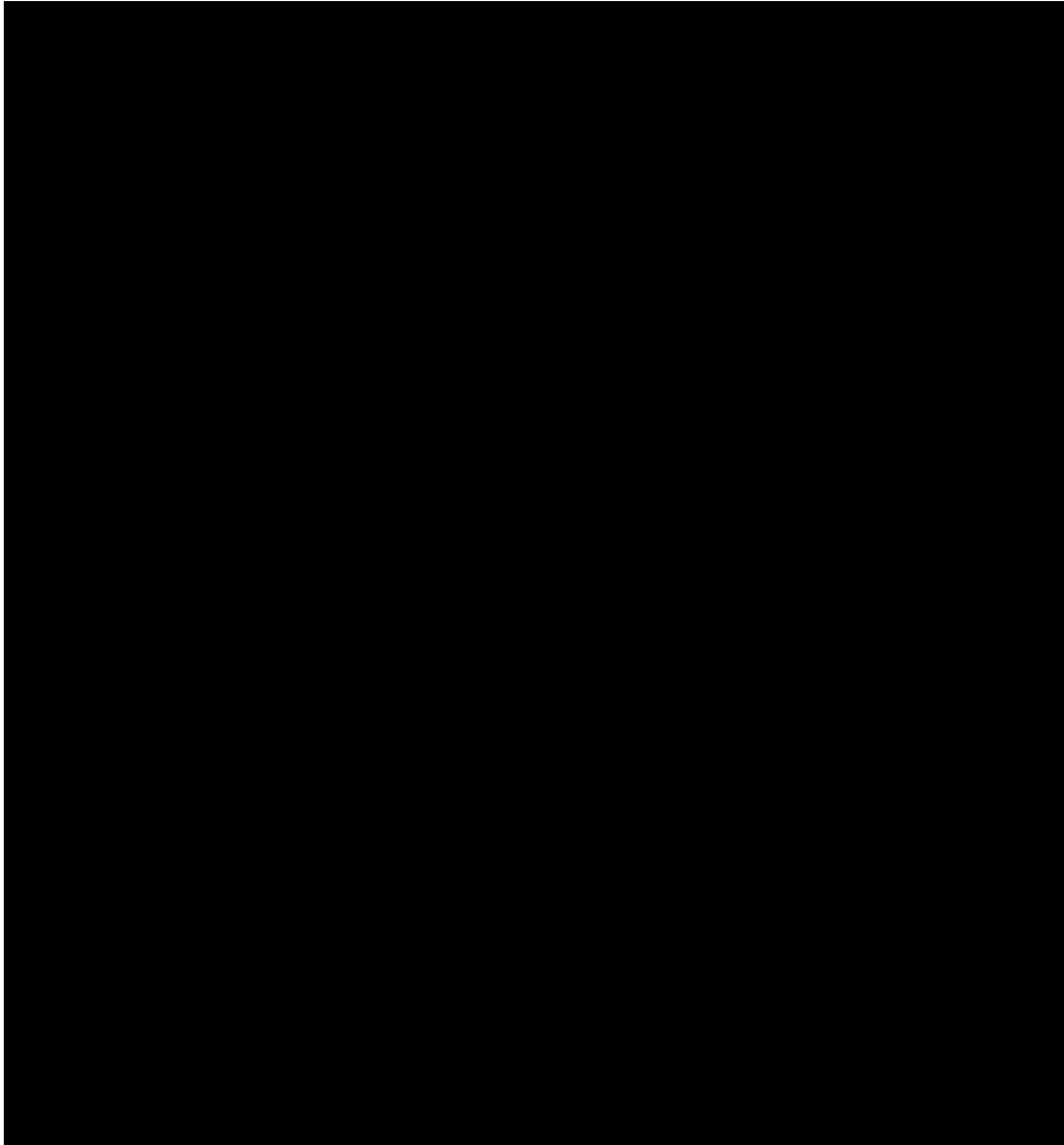
[Schedule B to IP Security Agreement (Tempus Ex Machina, Inc.)]

DM_US 192809933-5.082853.0196

TRADEMARK
REEL: 008080 FRAME: 0424

SCHEDULE C

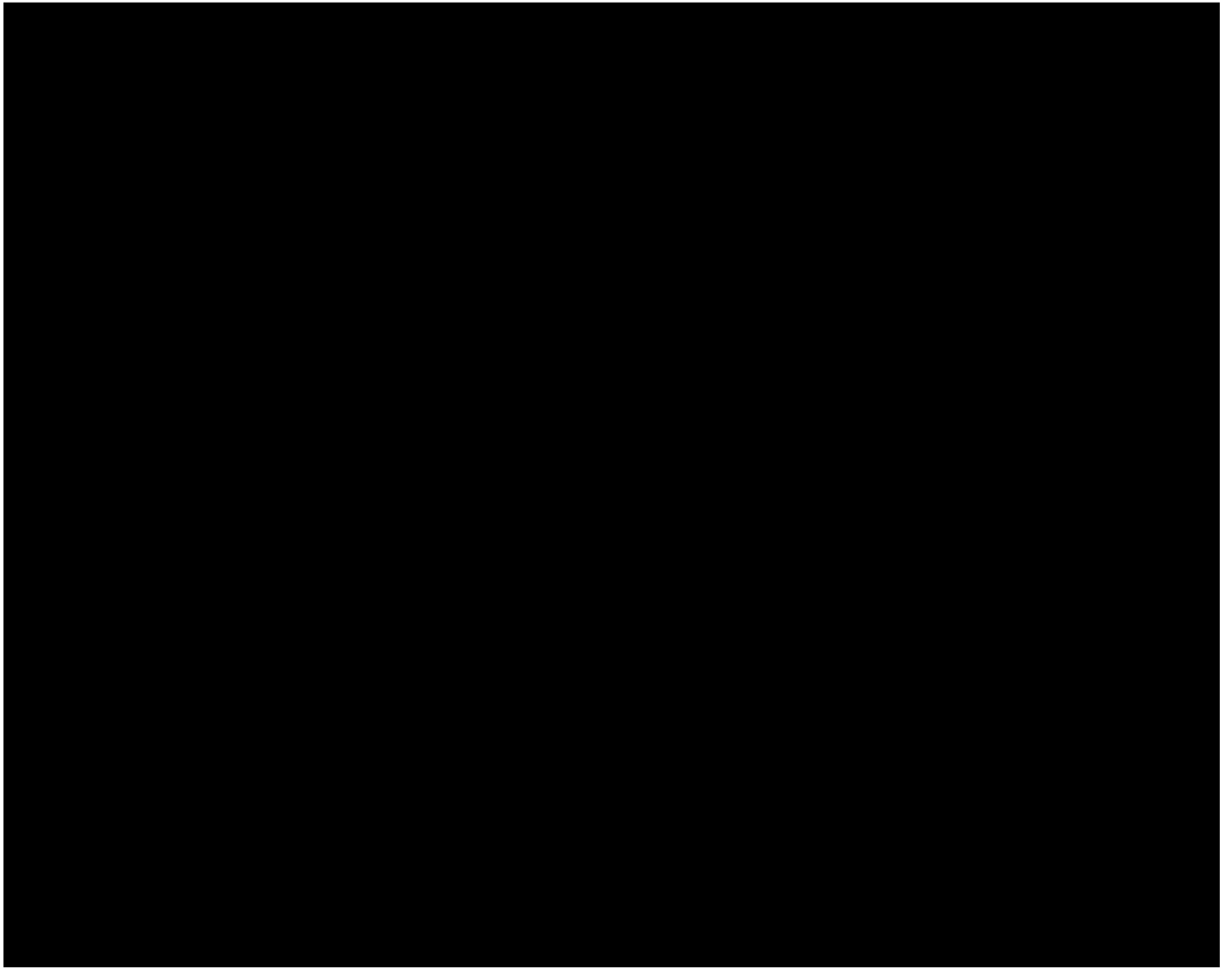
**To Plain English Intellectual Property Security Agreement
By and Among TEMPUS EX MACHINA, INC. and AAF ARCHIVE, LLC, as You (Grantors)
and TRIPLEPOINT CAPITAL LLC, as Us (Grantee)**



[Schedule C to IP Security Agreement (Tempus Ex Machina, Inc.)]

DM_US 192809933-5.082853.0196

**TRADEMARK
REEL: 008080 FRAME: 0425**



[Schedule B to IP Security Agreement (Tempus Ex Machina, Inc.)]

DM_US 192809933-5.082853.0196

RECORDED: 05/22/2023

TRADEMARK
REEL: 008080 FRAME: 0426